

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW65-01-B-0014	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 20-Aug-2001	PAGE OF PAGES 1 OF 34
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. W26GLG-1232-7480		6. PROJECT NO.
7. ISSUED BY CONTRACTING OFFICE (CA/CW) US ARMY ENGR DIST NORFOLK ATTN: CENAO-CT 803 FRONT STREET NORFOLK VA 23510-1096 TEL: (757) 441-7744 FAX: (757) 441-7183		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME SUSAN I HURST		B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i> (757) 441-7747	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Oyster Restoration. Tangier Island Pokomoke Sound, Virginia This is an UNRESTRICTED procurement NOTE: Award of a contract under this solicitation is dependent upon the signing of a Project Cooperation Agreement (PCA) between the Department of the Army and the Commonwealth of Virginia. If both the Department of the Army and the Commonwealth of Virginia do not sign the PCA, no award shall be made and this solicitation shall be cancelled. No bidder shall be entitled to reimbursement of bid preparation costs or be entitled to any other remedy. POC Susan Hurst 757-441-7747 757-441-7183 susan.i.hurst@usace.army.mil				
11. The Contractor shall begin performance within <u>30</u> calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See 52.211-10 _____ .)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>14:00:00</u> (hour) local time <u>9/18/01</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="checked" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>												
OFFER (Must be fully completed by offeror)												
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>							
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>							
					See Item 14							
CODE		FACILITY CODE			17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>							
AMOUNTS		SEE SCHEDULE OF PRICES										
18. The offeror agrees to furnish any required performance and payment bonds.												
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>												
AMENDMENT NO.												
DATE												
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE			
AWARD (To be completed by Government)												
21. ITEMS ACCEPTED:												
SEE SCHEDULE												
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA										
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)							
26. ADMINISTERED BY			CODE					27. PAYMENT WILL BE MADE BY			CODE	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE												
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.							
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>							
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY				31C. AWARD DATE			

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		48,000.00	Cubic Yard		

Oyster Restoration 3-D Structures

FFP - All costs associated with the activities associated with acquiring, transporting and placing the estimated oyster shell quantity to create a series of 2-D and 3-D oyster habitat structures in accordance with the design and in the locations identified in the plans and specifications for Tangier Island and Pokomoke Sound, VA.

Eight 3-D Structures. Oyster shell quantity is Estimated
PURCHASE REQUEST NUMBER W26GLG-1232-7480

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		107,400.00	Cubic Yard		

Oyster Restoration 2-D Structures

FFP - All costs associated with the activities associated with acquiring, transporting and placing the estimated oyster shell quantity to create a series of 2-D and 3-D oyster habitat structures in accordance with the design and in the locations identified in the plans and specifications for Tangier Island and Pokomoke Sound, VA.

2-D Structures. Oyster shell quantity is Estimated
PURCHASE REQUEST NUMBER W26GLG-1232-7480

 NET AMT

TOTAL

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-1	Solicitation Definitions--Sealed Bidding	JUL 1987
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-12	Preparation Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.225-10	Notice of Buy American Act/Balance of Payments Program	FEB 2000
	Requirement--Construction Materials	
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

NOTE:

Award of a contract under this solicitation is dependent upon the signing of a Project Cooperation Agreement (PCA) between the Department of the Army and the Commonwealth of Virginia. If both the Department of the Army and the Commonwealth of Virginia do not sign the PCA, no award shall be made and this solicitation shall be cancelled. No bidder shall be entitled to reimbursement of bid preparation costs or be entitled to any other remedy.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US Army Corps of Engineers CENAO-SS-C, 803 Front St, Norfolk VA, 23510

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: **Doug Martin**

Address: **US Army Corps of Engineers**

803 Front St

Norfolk VA 23510

Telephone: **757-441-3538**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

E4LC CONSTR 03 AMOUNT OF BID OR OFER GUARANTEE

Bid or offer guarantee in a penal sum of 20 percent of the bid price or \$3,000,000, whichever is the lesser, will be required if the bid or offer price is in excess of \$25,000. If the guarantee is submitted in the form of a bid bond, Standard Form 24 will be used and the bond penalty may be expressed in terms of a percentage of the bid or offer price or may be expressed in dollars and cents.

E4LC CONSTR 04 EVIDENCE OF AUTHORITY TO SIGN OFFERS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

E4LC CONSTR 05 PREAWARD SAFETY CONFERENCE

a. Where an apparent low bidder, in performance of contracts during the previous three-year period, incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding this compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reason for their occurrence, and measures which will be taken to preclude any recurrence thereof.

b. Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in a preaward survey, in determining the bidder's responsibility.

c. The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder

and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

E4LC CONSTR 06 INSPECTION OF THE SITE

Prospective bidders are invited to visit the site of the work in order to acquaint themselves as to site conditions and other problems incident to the prosecution of the work. Arrangements for inspection of the site shall be made through the Office the the Area Engineer identified in the clause 52.236.27, entitled "SITE VISIT (CONSTRUCTION)."

E4LC CONSTR 07 SUBCONTRACTING PLAN

If the offeror is a large business and the offer amount exceeds \$1,000,000.00, he shall submit a subcontracting plan within three (3) working days of being notified (either verbally or in writing) that he is the apparent low bidder or is otherwise in line for award. The subcontracting plan shall be reviewed and approved by the Contracting Officer prior to award.

E4LC CONSTR 08 MAGNITUDE OF CONSTRUCTION PROJECT

The estimated contract price of the work for this project is between \$ 1,000,000 and \$ 5,000,000.

E4LC CONSTR 09 BASIS OF AWARD

All blanks must be filled in by the bidder. A single award will be made to the lowest responsible, responsive bidder on the basis of the total price bid. Prior to making an award, a pre-award survey will be made and the low bidder will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

E4LC CONSTR 10 UNBALANCED OFFERS

Any offer which is materially unbalanced as to prices for the Base Items and the Optional Items may be rejected as non-responsive or otherwise not considered for award.

An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

E4LC CONSTR 23 INCURRING COSTS

The Government is not liable for any costs incurred by the offeror submitting an offer in response to this solicitation.

E4LC CONSTR 24 AWARD TO RESPONSIBLE OFFEROR

Responsibility will be determined, prior to award, by the Contracting Officer, either by performing a pre-award survey or conclusions based on a previous pre-award survey and/or any performance data available. A pre-award survey will be performed and the offeror will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant or other resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

52.0000-4009

CONTRACTOR PERFORMANCE AND BANKING INFORMATION

1. Prior to awarding a contract, the Government must conduct a PRE-AWARD SURVEY of the firm selected for award. In order for us to minimize delays in conducting the survey and awarding the contract, you are requested to provide the following information with your offer:

- a. BANK: Branch/Location
 Point-of-Contact
 Telephone Number/Fax Number

Please contact the bank in advance so they will release the necessary information regarding average balances in your operating accounts, lines of credit, and credit history.

- b. 3 CURRENT PROJECTS OF SIMILAR SCOPE AND SIZE:

Project Title/Contract Number
 Customer
 Point-of-Contact
 Telephone Number/Fax Number
 \$ Value
 % Complete
 Scheduled Completion Date

- c. 3 COMPLETED PROJECTS OF SIMILAR SCOPE AND SIZE:

Same as CURRENT PROJECTS; however, in lieu of "% Complete"
 and "Scheduled Completion Date," provide "Completion Date."

- d. DO NOT PROVIDE VOLUMINOUS LISTINGS OF YOUR FIRM'S CONTRACTING HISTORY.

2. If you wish to shield this information from public view at the bid opening, the information may be placed in an envelope with the following legend:

PRE-AWARD SURVEY INFORMATION

SOLICITATION NO. _____

<YOUR FIRM'S NAME>

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 23499 (insert NAICS code).

(2) The small business size standard is \$27,500,000 (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

E4LC CONSTR 01 CORPORATE CERTIFICATE

Note: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am _____ of the

corporation named as Contractor herein, that _____, was then the

_____ of said corporation; that said contract was duly signed for and in behalf of said

corporation of authority of its governing body, and is within the scope of its corporate powers.

(Name of Corporation)

(Signature)

(Corporate Seal)

E4LC CONSTR 18 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

(a) The Offeror is requested to enter its CAGE code in the space provided below. The CAGE code entered must be for that name and address.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one in accordance with the provisions of DFARS 52.204-7001 in the section of this solicitation entitled "Instructions to Bidders."

(c) Do not delay submission of the offer pending receipt of a CAGE code.

CAGE Code: _ _ _ _ _

() UNKNOWN

E4LC CONSTR 26 SMALL BUSINESS STANDARD FOR DREDGING

(a) FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATION, provides the SIC Code and small business size standard for dredging.

(b) Additionally, to be considered small, a firm must perform at least 40% of the yardage with its own dredging equipment or equipment owned by another small dredging firm.

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (May 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt I	Small Business Subcontracting Plan (Oct 2000) Alternate I	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection	NOV 1995

	Under The Intermediate Range Nuclear Forces (INF) Treaty	
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **30 calendar days** (Contracting Officer insert number) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **15 August 2002**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$450.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
27.4%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Accomack County, VA**

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:
None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
Drawings per cover sheet		
Specifications per Table of Contents		

NOTE: References to the Lower Rappahannock are hereby deleted from the specifications.

(End of clause)

E4LC CONSTR 27 REQUIREMENT FOR "PAYMENT AND PERFORMANCE BONDS" OR
"PAYMENT BONDS ONLY"

If the resulting contract is awarded for an amount in excess of \$100,000,
the contractor shall be required to provide both payment and performance

bonds in accordance with FAR 52.228-15, "Performance and Payment Bonds--Construction." FAR 52.228-15 applies only to those contracts awarded for an amount in excess of \$100,000.

If the resulting contract is awarded for an amount in excess of \$25,000 but no more than \$100,000, the contractor shall not be required to provide a performance bond. The required payment bond shall be provided in accordance with FAR 52.228-13, "Alternative Payment Protections." FAR 52.228-13 applies only to those contracts awarded for an amount in excess of \$25,000 by no more than \$100,000.

Neither payment nor performance bonds are required for contracts awarded for an amount less than \$25,000.

SECTION 00800 Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000

CLAUSES INCORPORATED BY FULL TEXT

The following Wage Determinations are applicable. Primary Determination is to be used in preference to the secondary determination.

PRIMARY DETERMINATION

General Decision Number VA010103

General Decision Number VA010103

Superseded General Decision No. VA000103
State: Virginia

Construction Type:
HEAVY

County(ies):
ACCOMACK, NORTHAMPTON

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	03 / 02 / 2001

COUNT(ies):
ACCOMACK NORTHAMPTON

IRON0079D 05/01/2000

	Rates	Fringes	
IRONWORKERS, STRUCTURAL		18.00	4.84+1215

SUVA-.050A 12/10/1996

	Rates	Fringes	
CEMENT MASONS		12.00	
ELECTRICIANS		16.50	
LABORERS:			
Unskilled and Pipelayers		7.19	
PAINTERS	9.88		
PIPEFITTERS	16.75	4.08	

POWER EQUIPMENT OPERATORS:

Backhoes

11.28

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for Work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR S. 5 (a) (1) (v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a Position on a wage determination matter
- a conformance (additional classification and rate ruling)

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from the initial contact is not satisfactory, then the process described in 2.) and should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 (CFR Part 1.8 and 29 CFR Part 7). Write to-

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.

Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

SECONDARY DETERMINATION:

General Decision Number VA010026
General Decision Number VA010026

Superseded General Decision No. VA000026
State: Virginia

Construction Type:
DREDGING

County(ies):
STATEWIDE

DREDGING CONSTRUCTION PROJECTS (Excluding HOPPER DREDGING)

Modification Number Publication Date
0 03/02/2001

COUNT Y (ies)
STATEWIDE

ELNIG!0025J 02/01/1998

	Rates	Fringes
HYDRAULIC DREDGES 20" & OVER		
Leverman	16.91	3.41+a
Engineer	16.07,	3.4+ a
Derrick Operator	14.97	3.41+a
Electrician	15.25	3.41+a
Carpenter	14.89	3.41+a
Mate	13.91	3.36+a
Welder	14.35	3.36+a
Spoil Barge Operator	14.56	3.36+a
Spider Barge Operator	14.56	3.36+a
Tug Master	13.74	3.41+a
Tug Mate	13.18	3.36+a
Tug Deckhand	10.26	3.31+a

Steward	11.27	3.31+a
Oiler	10.90	3.31+a
Deckhand	10.26	3.31+a
Shoreman	10.07	3.31+a
Second Cook	10.26	3.31+a
Messman	10.07	3.31+a

CLAMSHELL DREDGES:

Operator	16.83	3.41+a
Engineer	15.26	3.41+a
Welder	14.14	3.36+a
Mate	13.62	3.36+a
Oiler	10.95	3.31+a
Deckhand	10.26	3.31-+a
Launchman	10.95	3.31+a
Scowman	10.40	3.31+a
Handyman	10.26	3.31+a

TUGS TENDING CLAMSHELL
DREDGES:

Tug Master	15.29	3.41+a
Tug Mate	13.44	3.41+a
Engineer	14.68	3.41+a
Assistant Engineer	13.27	3.41+a
Deckhand	10.12	3.31+a
Cook	10.40	3.31+a

STEWARD-- DEPARTMENT ON
CLAMSHELL DREDGES:

Cook	10.01	3.31+a
Mess Cook	9.42	3.31+a
Messman & Janitor	9.28	3.31+a

FOOTNOTE-

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Good Friday, Labor Day, Thanksgiving Day, Christmas Day. Plus vacation contribution of 71. of straight time pay for all hours worked.

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	Rates	Fringes
HYDRAULIC DREDGES UNDER 20":		
Leverman	14.53	2.96+a
Engineer	14.18	2.96+a
Derrick Operator	13.20	2.96+a
Electrician	13.45	2.96+a
Carpenter	13.14	2.96+a
Mate	12.39	2.96+a
Welder	12.78	2.96+a
Spill Barge Operator	12.97	2.96+a
Spider Barge Operator	12.97	2.96+a
Tug Master	12.29	2.96+a
Tug Mate	11.76	2.96+a

Steward	10.42	2.96+a
Oiler	10.12	2.96+a
Deckhand	9.50	2.96+a
Tug Deckhand	9.50	2.96+a
Shoreman	9.32	2.96+a
Second Cook	9.50	2.96+a
Messman	9.32	2.96+a
Rodman	9.50	2.96+a
Handyman	9.50	2.96-a
Night Cook	9.50	2.96-a
Janitpr/Porter	9.50	2.96+a

DIPPER DREDGES:

Operator	14.59	2.96+a
Engineer	14.04	2.96+a
Welder	12.79	2.96+a
Mate	12.39	2.96+a
(Oiler	10.12	2.96+a
Deckman	9.50	2.96+a
Launchman	10.12	2.96+a
Scowman	9.63	2.96+a
Rodman	9.50	2.96+a
Handyman	9.50	2.96+a

TUGS:

(Tending Dipper Dredges)		
Tug Faster	13.16	2.96+a
Engineer	12.96	2.96+a
Tug Mate	11.8-7	2.96+a
Assistant Engineer	11.75	2.96+a
Deckhand	9.37	2.96-a
Cook	9.63	2.96+a

STEWARD DEPARTMENT:

(On Dipper Dredges)		
Cook	9.27	2.96+a
Mess Cook	8.74	2.96+a
Messman and Janitor	8.61	2.96+a

DRILL BOATS:

Engineer	14.18	2.96+a
Blasler	13.69	2.96+a
Driller	13.69	2.96+a

FOOTNOTE APPLICABLE TO ALL ABOVE CRAFTS:**a. PAID HOLIDAYS AND VACATION:**

New Year's Day, Memorial Day, Independence Day,
Good Friday, Labor Day, Thanksgiving Day, and Christmas
Day; plus vacation contribution of 7% of straight time
pay for all hours worked.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR S. 5 (a) (1) (v)) .

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

an existing published wage determination
a survey underlying a wage determination
a Wage and Hour Division letter setting forth a
Position on a wage determination matter
a conformance (additional classification and rate)
ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial not-- satisfactory, then the process described in 2. and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

If answer to the question in 1.) is yes, then the Interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFP, Part 1.8 and 29 CFR Part 7@. Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requester considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$1,000,000 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by

written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

E4LC CONSTR 11 DEPARTMENT OF LABOR WAGE DECISION (CONSTRUCTION)

Any contract awarded as a result of this solicitation will be subject to the U.S. Department of Labor Wage Decision(s) provided following Section 00800, identified as VA010103 and VA010026.

E4LC CONSTR 12 REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	\$100,000 per person
General Liability	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property damage	\$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

E4LC CONSTR 13 PERFORMANCE OF WORK BY CONTRACTOR

Offeror's attention is directed to FAR 52.236-1, "Performance of Work by Contractor." Contractor is required to furnish a description of the work which will be performed by his own organization, (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the contractor's own organization shall be provided to the Contracting Officer within 10 days of contract award.

E4LC CONSTR 14 PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either "Outstanding," "Satisfactory," or "Unsatisfactory" in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised on any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation; all contractor comments will be made a part of the official record. In compliance with DOD FAR Supplement 236.201, Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

E4LC CONSTR 16 ACCIDENT PREVENTION PLAN

In accordance with the clause entitled "Accident Prevention," the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

TECHNICAL SPECIFICATIONS
FOR
CHESAPEAKE BAY OYSTER RESTORATION
LOWER RAPPAHANNOCK RIVER
AND
TANGIER - POCOMOKE SOUNDS
HABITAT RESTORATION PROJECTS
CHESAPEAKE BAY, VIRGINIA

PREPARED AND
ISSUED BY
DEPARTMENT OF THE ARMY
NORFOLK DISTRICT, CORPS OF ENGINEERS
WATERFIELD BUILDING
803 FRONT STREET
NORFOLK, VIRGINIA 23510-1096

Addendum 01

All references to the Lower Rappahannock River are hereby deleted.

Project title shall read “Chesapeake Bay Oyster Restoration, Tangier – Pokomoke Sounds
Habitat Restoration Projects, Chesapeake Bay Virginia.

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SECTION 1

SPECIAL REQUIREMENTS

1. LAYOUT OF WORK

The Government will furnish the placement site coordinates at each corner point and/or the center point of the site. The Contractor shall be responsible, by utilizing this data, to place the shell within the sites as shown on the contract drawings. Markers will be placed by the Government.

2. SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65-feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army and the Commandant, U. S. Coast Guard.

3. CONTRACTOR QUALITY CONTROL

3.1 CONTRACTOR RESPONSIBILITY

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with Paragraphs "QUALITY CONTROL PLAN" and "CONTROL". The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with contract requirements. The system shall cover all work commensurate to the scheduled work operations, and shall be keyed to the limitations imposed by applicable laws and regulations and the proposed work sequence.

3.1.1 Applicable Publications

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- \-ASTM D 3740-\ (1988) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
- \-ASTM E 329-\ (1990) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction

3.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

3.3 COORDINATION MEETING

As soon as practicable after receipt of Notice of Award and before start of the scheduled work the Contractor shall meet with the Contracting Officer's Representative (COR) and discuss the Contractor's Quality Control (CQC) system. The Contractor's Project Manager, Submittals Clerk and Quality Control Manager and Plant Operators shall attend this meeting. The Contractor is encouraged to have an officer of his company and representation from any major subcontractors at the conference. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the (CQC) operations, control activities, testing, administration of the system for both onsite and offsite, and the interrelationship of Contractor and Government control and surveillance. Minutes of the meeting will be taken and prepared by the Government, signed by both the Contractor and the COR, with signed copy provided to Contractor, which shall become a part of the contract file. There may also

be occasions when subsequent conferences will be called to reconfirm understandings.

3.4 QUALITY CONTROL PLAN

3.4.1 General

Prior to start of the scheduled work operations, the Contractor shall furnish his CQC plan to the COR for acceptance. The CQC Plan the Contractor proposes to implement shall identify the personnel, procedures, instructions, records, and forms, and, as a minimum, shall include:

- a. Description of the QM organization, including the name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

- b. The number, classifications, qualifications, duties, responsibilities and authorities of personnel. A copy of the letter, signed by an authorized official of the firm, which describes the responsibilities and delegates the sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities, and shall furnish copies to the Government at the same time.

- c. Control, verification and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person or laboratory responsible for each test (laboratory facilities will be approved by the CO).

- d. Procedures for processing samples, certificates, and other submittals.

- e. CQC activities to be performed, including those of subcontractors, offsite fabricators, and suppliers.

- f. Documentation format for CQC activities and testing.

3.4.2 Notification of Changes

After approval of the CQC plan, the Contractor shall notify the COR in writing of any proposed change to his CQC System.

3.4.3 Corrective Actions

If at any time the Government determines that the CQC system, personnel, instructions, controls, tests, or records are not providing scheduled work which conforms to contract requirements, action shall be taken by the Contractor to correct the deficient management.

3.5 QUALITY CONTROL ORGANIZATION

3.5.1 CQC Organizational Staffing

The Contractor shall provide a CQC organization staff which shall have complete authority to take any action necessary to ensure compliance with the contract. The CQC organization staff shall consist of a CQC system manager and supplemental staff as specified below, who shall answer to the Contractor's Project Manager. The Project Manager (who shall not be the project superintendent) shall be an executive member of the Contractor's organizational staff, and shall have supervisory powers over the CQC organization and the project superintendent. Following are the minimum requirements for the CQC organization staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during oyster shell placement operations. The actual strength of the CQC staff may vary during any specific period to cover the needs of the work.

3.5.1.1 CQC System Manager

The Contractor shall identify an individual within his organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall:

- a. be an experienced oyster shell placement person with a minimum of five years experience in related work. This experience shall include successful completion of Course entitled "Construction Quality Management for Contractors". The Contractor shall complete this training

within 30 calendar days of receipt of his Notice To Proceed. This course is offered periodically by the Corps of Engineers at an administrative cost not to exceed \$50.00 per person. Specific times and locations are available from the Norfolk District, Construction Operations Section, telephone (757) 441-7687.

b. be on the job site at all times during work operations and shall be employed by the Contractor.

c. be assigned as system manager but may have duties as the Project Superintendent in addition to quality control.

d. have an alternate who shall be identified in the plan to serve in the event of the CQC system manager's absence. CQC System Manager's period of absence may not exceed one week at any one time, and not more than fifteen workdays during a calendar year. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.5.1.2 CQC Supplemental Staff Personnel

When necessary for a proper CQC organization, the Contractor shall add additional staff at no cost to the Government. The staff shall be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the oyster shell transport and placement operations. These individuals shall:

a. be employed by the Contractor, unless waived in writing by the Contracting Officer (CO). All CQC staff members shall be subject to interview prior to acceptance by the Contracting Officer.

b. assist and be responsible only to the CQC system manager. These personnel may perform other duties, but shall be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities.

c. be physically present at the scheduled work site during work on their areas of responsibility.

d. have the necessary education and experience to ensure contract compliance and shall be responsible for assuring the Contractor's work complies with the contract requirements for their area of specialization.

3.5.2 Organizational Changes

The Contractor shall obtain the Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

3.6 SUBMITTALS

Submittals shall be accomplished as may be required in the respective specification. The CQC System Manager shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.7 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, including that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, mobilization and demobilization of the Contractor's plant, sitework and related operations, plant operations in conjunction with environmental monitoring and testing, and will be keyed to the proposed construction sequence. The controls shall be subject to the approval of the Contracting Officer and include at least three phases of control to be conducted by the CQC System Manager for all definable features of work as follows:

3.7.1 Preparatory Phase

This phase shall be initiated after the Pre-Construction Conference, performed prior to beginning work on each definable feature of work, and shall include as a minimum the following:

a. A review of each paragraph of applicable specifications.

b. A review of the contract plans.

c. A check to assure that all plant and equipment to be employed in the work has been tested, required documentation has been submitted, and their use on the work has been approved as specified.

d. A check to assure that provisions have been made to provide required control inspection and testing.

e. Examination of the respective work areas to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of approved equipment and plant to do the scheduled work is on hand and conforms to job requirements. A verification check to assure each item of plant and equipment is properly manned for the scheduled work.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for constructing the work, including repetitive deficiencies, and document construction tolerances and workmanship standards for each respective phase of work.

i. A check to ensure that the portion of the plan and operations method for the work to be performed has been accepted by the Contracting Officer.

j. The Government shall be notified at least forty-eight hours in advance of beginning any of the required action of the preparatory phase. The CQC System Manager shall certify the requirements of this phase to be in accordance with contract requirements as a part of this notification. The results of the preparatory phase actions shall be documented by separate written minutes prepared by the CQC System Manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.7.2 Initial Phase

This phase shall be accomplished at the beginning of each definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory phase.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.

d. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

e. The Government shall be notified at least forty-eight hours in advance of beginning any of the required action of the preparatory phase. The CQC System Manager shall certify the requirements of this phase to be in accordance with contract requirements as a part of this notification. The results of the preparatory phase actions shall be documented by separate written minutes prepared by the CQC System Manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications. Exact location of initial phase inspections and verifications shall be indicated for future reference and comparison with follow-up phases.

f. The initial phase shall be repeated for each new crew to work on-site, when changes to approved plans or schedules are required, and any time acceptable specified quality standards are not being met.

3.7.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work is accomplished. The checks shall be made a matter of record in the Daily CQC Report documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by any preceding deficient work. The

Contractor shall not build upon or conceal non-conforming work.

3.7.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted by the Contractor on the same definable features of work when directed by the COR.

3.8 TESTS

3.8.1 Testing Procedures

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product which conforms to contract requirements. The Contractor shall procure the services of an industry recognized testing laboratory or he may establish an approved testing laboratory at the project site. A list of tests which the Contractor understands he is to perform shall be furnished to the Contracting Officer. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test. The Contractor shall perform the following activities and record and provide the following data:

- (a) Verify that testing procedures comply with contract requirements.
- (b) Verify that facilities and testing equipment are available and comply with testing standards.
- (c) Check test instrument calibration data against certified standards.
- (d) Verify that recording forms, including all of the test documentation requirements, have been prepared.
- (e) Results of all tests taken, both passing and failing tests, shall be recorded on the Quality Control report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of

tests performed by an off-site or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.8.2 Testing Laboratories

3.8.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils shall meet criteria detailed in \-ASTM D 3740-\ and \-ASTM E 329-\.

3.8.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge, equal to the cost of each recheck, to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.8.2.3 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.8.2.4 Transportation of Samples for Testing

Cost incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory or other place designated, as directed by the COR.

3.9 DOCUMENTATION

3.9.1 Current Quality Control Records

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form, complete, legibly written or typed, and shall include factual evidence that required quality control activities and tests have been performed, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom.
- d. Test and control activities performed with results and references to specifications/plan requirements. List deficiencies noted along with corrective action.
- e. Identify submittals reviewed, with contract reference, by whom, and action taken.
- f. Off-site surveillance activities, including actions taken.
- g. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- h. List instructions given/received and conflicts in plans and/or specifications.
- i. Contractor's verification statement.
- j. These records shall indicate a description of trades/workmen working on the project, the number of personnel working, weather conditions encountered, and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment utilized in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the COR and one copy sent facsimile to CENAO-TS-00, attention Thomas Friberg at (757)441-7645 daily within twenty-four hours after the date(s) covered by the report,

except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.9.2 Deficiency Tracking Log

The Contractor shall establish and maintain a daily formal deficiency tracking log that shall be kept at the job site. The log shall include as a minimum the following:

- a. Contract title and number.
- b. Deficient work (by an identification number).
- c. Description of corrective action(s).
- d. Date reported.
- e. Date corrected.
- f. Reported by.

3.10 NOTIFICATION OF NONCOMPLIANCE

The COR will notify the Contractor of any noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the COR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.11 MEASUREMENT AND PAYMENT

Separate payment will not be made for any work performed under this section and all associated costs shall be included in the cost for all bid items.

4. SAFETY AND ACCIDENT PREVENTION

4.1 SAFETY PLAN

The contractor shall not commence work at a job-site prior to the Government's review of an acceptable contractor accident prevention plan per the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) and discussion of the accident prevention plan at a prework meeting. Allow five days for Government review of the accident prevention plan.

4.2 CONFLICTS

The Contractor shall comply with Occupational Safety and Health Act (OSHA) Standards, Coast Guard, as well as the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). When a conflict exists between Corps of Engineers Safety and Health Requirements Manual, nationally recognized consensus standards, or the contract plans and specifications, the most stringent requirements as determined by the Contracting Officer will govern.

4.3 CORPS OF ENGINEERS STANDARDS

Corps of Engineers Manual EM 385-1-1, 1996 edition, is hereby supplemented or revised as follows.

4.3.1 Activity Hazard Analysis

Based on the construction schedule, the Contractor shall submit an activity hazard analysis of each major phase of work prior to entering that phase of activity. The analysis shall include major or minor hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The analysis shall be signed by the Project Superintendent and the Corps of Engineers Project Inspector. A copy of the analysis shall be kept on the job site and reviewed with employees during orientation and during weekly safety meetings.

4.3.2 Means of Escape for Personnel Quartered, or Working on Floating Plant

Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plant. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24 inches by 36 inches) which leads to a different exit route.

4.3.3 Emergency Alarms and Signals.

(a) Emergency Alarms - Alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(b) Fire Alarm Signals - The general fire alarm signal shall be in accordance with Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels.

(c) Abandon Ship Signals - The signal for abandon ship shall be in accordance with the reference cited in (b) above.

(d) Man-Overboard Signal - Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

4.3.4 Hurricane Plan

A detailed plan for protection and evacuation of personnel and plant in the event of an impending hurricane or storm, shall be submitted for approval as a part of the Contractor's Accident Prevention Program. The plan shall include as a minimum:

(a) The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

(b) The safe harbor for personnel and plant specifically identified.

(c) The name of the boat which will be used to move the plant, its type, capacity, speed, and availability.

(d) The estimated time necessary to move the plant to the safe harbor after movement is started.

4.3.5 Equipment and Machinery Operator Authorization

The Contractor shall submit a list of designated personnel qualified and authorized to operate machinery and equipment. The list shall be maintained at the job site in a current status at all times.

4.3.6 Head Protection (Hard Hat)

The entire work site under this contract is designated as a hard hat area. The Contractor shall post the area in accordance with the requirements of EM 385-1-1, and shall insure that all prime and subcontractor personnel, vendors and visitors utilize hard hats while within the project area.

4.3.7 Attendance at Safety Meetings

In order to allow for maximum attendance at weekly tool box (Safety) meetings, and monthly supervisor meetings by Corps of Engineers personnel, Contractors shall notify the Contracting Officer 5 calendar days prior to the start of work, of the time and location of all such scheduled meetings. The contractor shall keep minutes and provide copies to all parties attending.

4.4 HYDRAULIC DREDGE, PIPELINES, AND ATTENDANT PLANT

4.4.1 Equipment and Machines

All operable equipment and machines, shall be checked for:

(a) Manufacturer's safety instructions, permanent-mounted and easily read.

(b) Guard Rails and life-lines at overboard access areas, as applicable.

(c) Cover exposed moving parts with safety-guards to prevent someone from accidentally stepping or falling on them.

4.5 FRONT END LOADER - BACKHOE MACHINES

4.5.1 Checks

All front end loader-backhoe machines and other machines, such as tractors that utilize a backhoe attachment, shall be checked for:

(a) Exposed backhoe boom swing foot pedals.

(b) Backhoe boom swing lever which can be reached by a man standing on the ground or on the outrigger support bracket.

4.5.2 Controls

Where these conditions exist, guards shall be fabricated to:

(a) Cover over exposed foot pedals to prevent someone from accidentally stepping on them.

(b) Inclose the swing lever so as to preclude operation from the ground or from the outrigger support bracket.

4.6 CRAWLER-, TRUCK-, AND WHEEL-MOUNTED CRANES

(a) When a crane is performing duty cycle work (such as clamshell, dragline, grapple, or pile driving) it does not require anti-two block equipment. If the crane is required to make a non-duty cycle lift (for example, to lift a piece of equipment, a tool box, or supplies), it will be exempt from the anti-two block equipment requirements if the following procedures are implemented:

(1) an international orange warning device (warning flag, warning tape, or warning ball) is properly secured to the hoist line at a distance of 8 to 10 feet above the hoist rigging;

(2) the signalperson (or an individual designated as the signalperson) acts as a spotter to alert the crane operator with a "STOP" signal when the warning device approaches the boom tip and the crane operator ceases hoisting functions when alerted of this; and

(3) while the non-duty cycle lift is underway, the signal person shall not stand under the load, shall have no duties other than signalperson, and shall comply with the signaling requirements of EM 385-1-1;

(b) Anti-two block devices are always required when hoisting personnel by crane or derrick.

5. ENVIRONMENTAL LITIGATION

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof. The term "environmental litigation", means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

6. HISTORICAL AND ARCHAEOLOGICAL FINDS

Federal legislation provides for the protection, preservation, and collection of scientific, prehistorical, historical, and archaeological data, including relics and specimens which might otherwise be lost as a result of any Federal construction project. Should the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible scientific, prehistorical, historical, or archaeological data, the Contractor shall immediately cease work at that location, and notify the Contracting Officer, giving the location and nature of the findings. The Contractor shall forward written confirmation to the Contracting Officer as directed. The Contractor shall exercise care so as not to disturb or damage shipwrecks, artifacts or fossils uncovered during excavation, dredging and material placement operations, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition. Any person who, without written permission, injures, destroys, excavates, appropriates, moves or removes any historical or prehistorical artifact, object of antiquity, or archaeological resource is subject to arrest and penalty of law. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in accordance with the applicable clauses of the contract.

7. RADIO COMMUNICATION

7.1 BRIDGE-TO-BRIDGE

In order that radio communication may be made with passing vessels, all vessels engaged in work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on a single channel very high frequency (VHF), FM, on a frequency of 156.65 megahertz per second with low power output having a communication range of approximately ten miles. The frequency has been approved by the Federal Communications Commission.

7.2 RADIO

The Contractor shall provide the Government construction representative a portable radio capable of communicating with the shell placement operations for the duration of work under this contract. At all times shell placement operations are in progress, the Contractor is to maintain oral communication between the Quality Control System Manager, and the Corps of Engineers' inspector or designated representative on site. For this purpose, the Contractor shall maintain at his expense a marine band radio for use in communicating with the Government inspector(s) and/or Virginia Marine Resources Commission project representative. The Contractor is responsible for any and all circumstances not conforming to the plans and specifications resulting from the inadequate operation of the equipment.

8. MISPLACED MATERIAL

Should the Contractor during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant machinery, or appliance, which in the opinion of the Contracting Officer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the Contracting Officer or inspector, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under his bond. The liability of the Contractor of the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et seq.).

9. RANGES

The Government will install and maintain ranges, location marks and limit marks in proper order and position.

However, this shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications.

10. FINAL EXAMINATION AND ACCEPTANCE

(a) As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer or authorized representative will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government.

(b) Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

11. ENVIRONMENTAL PROTECTION

11.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261 Identification and Listing of Hazardous Waste

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

11.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare;

unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

11.3 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

11.3.1 Protection of Features

This section supplements the Contract Clauses "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS". The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specifically identified on the drawings or otherwise specified as environmental features requiring protection. The Contractor shall protect those environmental features as indicated and specified, in spite of interference which their preservation may cause to the Contractor's work under the contract.

11.4 ENVIRONMENTAL PROTECTION PLAN

As a part of the Contractor's Work Plan, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. This Environmental Protection Plan shall consist of a written narrative, as well as any supplemental drawings, documents, and photographs required to verify that the Contractor's work will be in accordance with all laws and regulations governing the work as indicated and specified. The Contractor shall submit this plan and all supplementary data for approval at the Preconstruction Conference. The

Contractor will be informed in writing of any revisions as may be required by the Contracting Officer and submit a final plan for final approval not later than 5 calendar days prior to start of scheduled construction activities. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance by the Contracting Officer of the Contractor's plan covering the work to be performed. The Environmental Protection Plan shall comply with the requirements of EM 385-1-1 and include, but not be limited to, the following:

11.4.1 List of State and Local Laws and Regulations

The Contractor shall provide, as part of the Environmental Protection Plan, a list of all State and local environmental laws and regulations which apply to the construction operations under the Contract.

11.4.2 Spill Control Plan

The Contractor shall include as part of the Environmental Protection Plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

a. The name of the individual who shall be responsible for implementing and supervising the containment and cleanup.

b. Training requirements for Contractor's personnel and methods of accomplishing the training.

c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

e. The methods and procedures to be used for expeditious contaminant cleanup.

f. The name of the individual who shall report any spills or hazardous substance releases and who shall follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center at 1-800-424-8802 and the DEQ Tidewater Regional Office at (757)518-2077) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

11.4.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

11.4.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

11.4.5 Environmental Monitoring

The Contractor shall include in the Environmental Protection Plan, as coordinated with the Job Hazard Analysis and required in the specifications, the details of environmental monitoring requirements and a description of how this monitoring will be accomplished under the laws and regulations governing the work.

11.4.6 Preconstruction Survey

The Contractor shall perform a survey of the project site with the Contracting Officer and take photographs showing existing environmental conditions in and adjacent to the site. The results of this survey shall be prepared by the contractor and copies included in the plan. The preconstruction survey shall identify requirements for the following:

- a. Methods for protection of features to be preserved within authorized work areas like trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources.
- b. Procedures to be implemented to provide the required environmental protection, to comply with the applicable laws and regulations, and to correct pollution due to accident, natural causes, or failure to follow the procedures of the Environmental Protection Plan.
- c. Location of the solid waste disposal area.
- d. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- e. Traffic control plan including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather and oyster shell placement operations, and the amount of mud transported onto paved public roads by vehicles or runoff.
- f. Methods of protecting surface and ground water during construction activities.

12. SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

12.1 WETLANDS AND NATURAL HABITAT

Use of the Contractor's plant to construct the scheduled work, including the associated use of ropes, cables, or guys over wetlands and in natural habitat areas, shall be scheduled in a manner to disturb the marsh and natural habitat areas to the minimum necessary to accomplish the work. Any damage to wetlands or natural habitat areas shall be repaired to original condition at no additional expense to the Government. The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's Environmental Protection Plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action when approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

12.2 U.S. DEPARTMENT OF AGRICULTURE (USDA) QUARANTINED CONSIDERATIONS

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

12.3 DISPOSAL OF SOLID WASTES

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials. Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall transport all solid waste and dispose in compliance with Federal, State, and local requirements.

12.4 DISPOSAL OF CONTRACTOR-GENERATED HAZARDOUS WASTES

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

12.5 FUELS AND LUBRICANTS

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

12.6 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

12.7 MONITORING OF WATER AREAS AFFECTED BY CONSTRUCTION ACTIVITIES

The Contractor shall perform monitoring, inspections, sampling and testing, reporting, and record keeping as indicated and specified.

12.8 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws and regulations, the Contractor shall inform the Contracting Officer of proposed corrective action and immediately take

such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

12.9 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

12.10 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel as a part of the weekly toolbox meetings. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of archaeological sites and artifacts, wildlife and waterfowl habitats, and construction material placement operations.

12.11 PROTECTION OF WILDLIFE AND VEGETATION

Certain native species in the Commonwealth of Virginia are Federally listed as threatened or endangered plant or animal species. If, in the performance of this contract, evidence of the possible disturbance to any such listed species may occur, the Contractor shall notify the Contracting Officer immediately, giving the location and nature of the findings. The Contractor is informed that the work area is in a portion of Virginia that is a native habitat for eagles, hawks, egrets, herons, pelicans, terns, and other wildlife that are identified as either endangered species protected by federal law or species of special concern for Commonwealth of Virginia agencies. All work to

be performed on this contract shall be in a manner to not disturb the nesting or foraging activities of these birds and wildlife in any way. In the event the Contractor's work activities encroach upon these bird or wildlife species, the Contractor shall cease all such activity and the Contracting Officer shall be notified immediately, and shall provide such cooperation and assistance as may be necessary to preserve and protect the species. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

13. CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible that his employees strictly comply with all Federal, State, and local laws that may apply to operations under the contract; and it is understood and agreed that the Contractor assumes full responsibility for the safety of his employees, plant, and materials, and for any damage or injury done by or to them from any source or cause, except damage caused to the plant or equipment by acts of the Government, its officers, agents or employees, in which event such damages will be the responsibility of the Government in accordance with applicable Federal laws. For the purpose of this clause, the terms "officers, agents or employees" of the Government shall not include persons who are employed by the Contractor and whose services have been furnished to the Government pursuant to this or any other contract.

14. DRAWING INDEX

The following drawings are included as a part to this Solicitation:

Norfolk District

File No.

Title

H-50-50-14 (1) thru (5)	Chesapeake Bay Oyster Restoration Lower Rappahannock River Habitat Restoration Project
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H-10-15-01 (1) thru (4) Chesapeake Bay Oyster Restoration
Tangier - Pocomoke Sounds
Habitat Restoration Project

SECTION 2

TECHNICAL PROVISIONS

1. ORDER OF WORK

1.1 FIRST YEAR FUNDS

The Contractor shall proceed to construct four (4) of the three dimensional (3-D) reef sites within Tangier Sound or Pocomoke Sound, Virginia. The Contractor shall then construct as many of the two-dimensional (2-D) oyster habitat areas within Tangier Sound or Pocomoke Sound, Virginia identified on the accompanying drawings that FY 2001 funding permits. The total FY 2001 funding available for the Tangier - Pocomoke Sound, Virginia portion of the contract is approximately \$1.0 million. The above described work shall be completed no later than 15 August 2002. If a different order of work is desired, it must be approved by the Contracting Officer or authorized representative.

1.2 SECOND YEAR FUNDS

No oyster shell placement shall be accomplished between 1 October 2001 and 28 February 2002. Based on the availability of FY 2002 funds, the Contractor shall accomplish the remaining activities in this contract between 1 Jul7 2002 and 14 August 2002, including:

- a. Construct the remaining four (4) three dimensional (3-D) reef sites within Tangier Sound or Pocomoke Sound, Virginia identified on the accompanying drawings.
- b. Construct the remaining two-dimensional (2-D) oyster habitat areas within Tangier Sound or Pocomoke Sound, Virginia identified on the accompanying drawings.

2. SOURCE OF SHELL

The Contractor has the option to obtain shell by mining from fossil oyster shell beds from various locations in the Chesapeake Bay and tributaries or by other means and in compliance with the procedures and standards described in any oyster shell dredging permits or any other applicable environmental standards. The Virginia Marine Resources Commission (VMRC) is in the process of obtaining oyster shell dredging permits in the James and Elizabeth Rivers, Virginia.

3. CHARACTER OF MATERIALS

Oyster shell to be placed shall be clean, and measure not less than one inch in length. The shell shall be free of fines, trash and debris or other contaminants that may affect its performance. Shell fines, clean and free of trash and debris, within the size range of 3/16 of an inch to an inch in length, may be used as a portion of the reef base or pads for the two-dimensional reefs or as core material for the three-dimensional reefs. No reef structure shall be constructed of more than 50% fines. The standard of measure shall be the cubic yard, which is equivalent to approximately 15.5 Virginia bushels.

4. PLACEMENT OF SHELL

The Contractor shall use the designated placement sites in the Lower Rappahannock River and/or designated sites within Tangier Sound and Pocomoke Sound in Virginia as shown on the accompanying drawings. The placement of shell consists of furnishing, delivering, and placing oyster shell in the designated sites according to specified size and configurations. Shell shall be placed in locations and configurations as shown on the accompanying drawings. The three-dimensional reef structures shall consist of shell placed as conical structures in the areas shown on the accompanying drawings at a density of 6,000 cubic yards (approximately 93,000 Virginia bushels) per structure. The Contractor shall use a clamshell bucket and stationary barge to construct the 3-D reefs, and a moving barge with a water cannon to construct the 2-D oyster habitat areas. The three-dimensional reef structures shall be constructed in accordance with the accompanying drawings. Partially constructed three-dimensional reefs are not acceptable. All two-dimensional oyster habitat areas shall be

constructed of evenly distributed shell plantings at a density of approximately 600 cubic yards (approximately 9,300 Virginia bushels) per acre.

4.1 MISPLACED SHELL

Any shell that is deposited other than in places designated on the drawings will not be subject for payment and the Contractor may be required to remove such misplaced material and deposit it where directed by the Contracting Officer or authorized representative at the Contractor's expense.

5. GOVERNMENT FURNISHED PLACEMENT SITE

The oyster shell will be transported, deposited, and configured in the areas designated on the contract drawings. The Lower Rappahannock River sites will be constructed first, and then the contractor shall proceed to sites designated by the Contracting Officer or authorized representative within Tangier Sound and Pocomoke Sound, Virginia. Significant deviations from the designated amounts of shell to be placed at or around a specific site must be approved by the Contracting Officer or authorized representative.

6. INSPECTION AND TESTING

The Contractor is responsible for assuring that the work complies with the contract requirements in accordance with the Contractor's CQC plan. The Government inspector(s) will direct suspension of operations at any unit of work where the Contractor, upon request, does not correct a safety hazard which is so grave as to endanger life, limb, or property.

7. MEASUREMENT AND PAYMENT

7.1 SITE CONDITIONS

The maps and/or drawings are believed to accurately represent conditions existing on the date shown on the contract drawing(s).

7.2 OYSTER SHELL DELIVERY AND PLACEMENT

Construction of both the 2-D and 3-D oyster habitat structures in the Lower Rappahannock River and Tangier Sound and Pocomoke Sound, Virginia shall include all costs in connection with obtaining, transporting, and placing oyster shell at the placement sites, and in the correct locations and configurations. Payment shall be made in accordance with Item No. 0001, "Deliver and Place Shell in the Lower Rappahannock River" and Item No. 0002, "Deliver and Place Shell in the Tangier - Pocomoke Sound" of the Unit Price Schedule, which shall be full compensation for the work performed.

7.3 PAYMENT VOLUME

The volume of oyster shell material to be placed at each site shall be measured by the Contractor on the barge, in the hopper or in the bucket immediately prior to placement. The Contractor is responsible for recording these measurements, performing the required volume computations and providing the measurements and volume computations to the Contracting Officer or authorized representative. All computations and payments shall be based on the cubic yard measurement of volume.